

Panaji, 19th March, 2020 (Phalgun 29, 1941)

SERIES II No. 51

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are four Extraordinary issues to the Official Gazette, Series II No. 50 dated 12-03-2020 as follows:—

- (1) Extraordinary dated 13-03-2020 from pages 941 to 943 regarding Order from Office of the Collector & District Election Officer, South Goa District.
- (2) Extraordinary (No. 2) dated 16-03-2020 from pages 945 to 946 regarding Notifications from Department of Finance.
- (3) Extraordinary (No. 3) dated 17-03-2020 from pages 947 to 948 regarding Notification from Department of Elections.
- (4) Extraordinary (No. 4) dated 18-03-2020 from pages 949 to 950 regarding Notification from Department of Finance.

GOVERNMENT OF GOA

Department of General Administration

Notification No. 37/3/2019-GAD-III/5335

In pursuance of sub-section (1) of Section 40A of the Goa Panchayat Raj Act, 1994 (Goa Act No. 14 of 1994), the Government of Goa hereby declares Sunday, the 22nd March, 2020 (Chaitra 02, Saka 1942) as a "paid holiday", being the "Polling Day" for General Elections to Zilla Panchayats of North and South Goa District throughout the State of Goa.

The aforesaid paid holiday shall be in addition to the holidays indicated in the Government Notification No. 37/5/2019-GAD-III/3287 dated 10-10-2019, published in the Official Gazette, Series II No. 29, dated 17-10-2019, to the workers and establishments as detailed below:—

- (i) industrial workers of the State of Goa;
- (ii) daily wage workers of the Government Departments and State Government Industrial Departments;

- (iii) commercial and industrial workers of private establishments in the State of Goa;
- (iv) workers of all private establishments;
- (v) daily wage/casual workers employed in any business, trade, industrial undertakings or any other establishments.

The said paid/public holiday will also apply and be available to the registered voters of the poll bound areas even if they are working outside the territorial limits of such areas, notwithstanding whether or not such voters belonging to Central or State Government Officers, Central/State Government undertakings or other entities.

By order and in the name of the Governor of Goa.

Shripad Arlekar, Under Secretary (GA-I).
Porvorim, 17th March, 2020.

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Department of Industries

Order No. 11/5/2019-IND/171

The Government of Goa is hereby pleased to constitute a Monitoring Committee to oversee the process of auctioning for Special Economic Zones (SEZ) land as initiated and taken forward by Goa Industrial Development Corporation (Goa-IDC) in a advisory capacity, comprising of the following members:

- | | |
|---|------------------|
| 1. Minister for Industries | — Chairman. |
| 2. Chairman, Goa-IDC | — Vice-Chairman. |
| 3. Secretary (Industries) | — Member. |
| 4. Shri Manoj Caculo, President, Goa Chamber of Commerce and Industry and Director, Goa-IDC | — Member. |

5. Shri Damodar Kochkar, President, Goa State Industries Association and Director, Goa-IDC	— Member.
6. Ms. Purti Patkar, Director, Goa-IDC	— Member.
7. Shri Jaivant Desai, Director, Goa-IDC	— Member.
8. Managing Director, Goa-IDC	— Member Secretary.

The terms of reference of the above Committee shall be as under:-

- (i) The Chairperson may co-opt any person as an advisor/expert(s)/official(s) if necessary, for obtaining necessary inputs and assistance.
- (ii) The Chairperson shall hold its meetings on such dates and at such time and place as determined by him.

This supersedes earlier Order No. 11/5/2019-IND/115 dated 17-02-2020.

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Industries).

Porvorim, 12th March, 2020.



Department of Labour

Order

No. 28/33/2019-LAB/193

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Sanofi India Limited, Plot No. L-121, Phase-III, Verna Industrial Estate, Verna, Goa, and its workmen, represented by the Bhartiya Kamgar Sena, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

- "(1) Whether the Local Committee of Bhartiya Kamgar Sena Union has a Locus Standi to raise dispute of collective nature on behalf of Bhartiya Kamgar Sena Union?
- (2) If the answer to issue No. (1) above is in affirmative, then,-

- (a) Whether the action of the management of M/s. Sanofi India Limited in refusing work and non-payment of emoluments to S/Shri Shankar Pandit, Sainath Mishal and Shri Abhijit Naik, Operators, for 04-01-2017; to S/Shri Suraj Tamse, Vijay Kumar Naik, Saish Shet, Navindra Borkar, Sanjay C. Patil, Sandeep Gaonkar and Shri Sanjay Satarkar for 05-01-2017; and to S/Shri Suraj Tamse, Vijay Kumar Naik, Saish Shet, Sanjay C. Patil and Shri Ashwek Parab for 06-01-2017, is legal and justified?

- (b) If not, what relief the said workmen are entitled to?".

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 11th March, 2020.

Order

No. 28/5/2020-LAB/194

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Cine Kamala, Tisk, Usgao, Ponda, Goa, and its workman Shri Ramesh S. Naik, Door Keeper, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under Section 7(1) of the said Act.

SCHEDULE

- "(1) Whether the action of the management of M/s. Cine Kamala, Tisk, Usgao, Ponda, Goa, in refusing employment to Shri Ramesh S. Naik, Door Keeper, with effect from 20-01-2019, is legal and justified?

- (2) If not, to what relief the workman is entitled?".

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 11th March, 2020.

Order

No. 28/11/2019-LAB/Part-I/199

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Sun Pharmaceuticals Industries Limited, Madkaim Industrial Estate, Madkaim, Goa, and its workmen, represented by the Ranbaxy Workers Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

- "(1) Whether the action of the management of M/s. Sun Pharmaceutical Industries Limited, Madkaim Industrial Estate, Madkaim, Goa, in refusing to concede the following demands raised by the Ranbaxy Workers Union, vide its letter dated 28-10-2017, is legal and justified?

CHARTER OF DEMANDS

Demand No. 1: Pay Scales:

GRADES

- I: 3575-160-4375-180-5275-200-6275-220-7375-
-240-8575-260-9875-280-11275.
II-3: 4050-185-4975-205-6000-225-7125-245-8350-
-265-9675-285-11100-305-12625.
III-2: 4500-200-5500-220-6600-240-7800-260-9100-
-280-10500-300-12000-320-13600.
IV-1: 5075-235-6250-260-7550-285-8975-310-
-10525-335-12200-360-14000-385-15925.

Demand No. 2: Flat Rise:

Union demands that all the workmen shall be given the flat rise of Rs. 4000/- in the basic.

Fitment: The above amounts shall be added to the existing basic and thereafter fitted in the revised pay scale in the higher stage.

Demand No. 3: Seniority Increments:

Union demands that the workmen shall be given seniority increments as mentioned below:

Service upto 3 years	: one increment.
Service from 3 years to 7 years	: two increments
Service from 7 years to 10 years	: three increments.
Service from 10 years to 15 years	: four increments.
Service from 15 years to 20 years	: five increments.
Service above 20 years	: six increments.

Demand No. 4: Variable Dearness Allowance (VDA):

Union demands that the VDA shall be paid at the revised rate of Rs. 3/- per point rise beyond 4501 points of AICPI (1960) the computation of VDA shall be made quarterly based as per existing system. VDA upto 4500 shall be merged in basic.

Demand No. 5: House Rent Allowance (HRA):

Union demands that HRA shall be paid at the revised rate of 30% of basic, as the cost of accommodation is very high in Goa due to Tourist State.

Demand No. 6: Education Allowance:

The Union demands that Rs. 1500/- shall be added in the existing Education Allowance.

Demand No. 7: Conveyance Allowance:

Union demands that all workmen shall be paid revised conveyance allowance by adding Rs. 1500/-.

Demand No. 8. Paid Holidays:

Union demands that all the workmen shall be granted paid holidays at rate of 12 days per year.

Demand No. 9: Leave:

Union demands that all the workers shall be given leave on following basis:

(i) **Earned Leave:** Union demands that all the workmen shall be given Earned Leave at the rate of 35 days Earned Leave per year with accumulation upto 120 days and leave shall be allowed to be taken 10 times in a year.

(ii) **Casual Leave:** Union demands that all the workmen shall be given Casual Leave at the rate of 15 days of Casual Leave per year with encashment facility.

(iii) Sick Leave: Union demands that those workmen covered under ESIC shall be given Sick Leave at the rate of 15 days per year and those workmen outside the purview of ESIC shall be given 15 days Sick Leave per year with accumulation upto 75 days.

Demand No. 10: Leave Travel Assistance (LTA):

Union demands that LTA shall be paid at the revised rate by adding Rs. 5000/- per annum to the existing LTA, with minimum of four days Earned Leave. The amount shall be paid one week before the commencement of leave.

Demand No. 11: Medical Reimbursement:

Union demands that those workmen who are outside the purview of the ESIC, shall be reimbursed full medical expenses incurred by them for self and his family including dependent father and mother.

Demand No. 12: Loan:

Union demands that existing loan shall be increased to Rs. 300000/- towards house repair or construction of house or for purchase of household articles or marriage of self or his/her family member or purchase of vehicle, etc.

Demand No. 13: Bonus/Ex-gratia:

Union demands that all the workers shall be paid Bonus/Ex-gratia at the rate of 20% of gross wages (Basic, FDA and VDA) every year before Diwali.

Demand No. 14: Shift Allowance:

Union demands that those workmen who work in the shifts shall be paid shift allowance as under:

Second shift: Rs. 50/- per shift and Third shift: Rs. 75/- per shift.

Demand No. 15: Fixed Dearness Allowance (FDA):

Union demands that all the workers shall be paid FDA @ revised rate of Rs. 3000/- per month.

Demand No. 16: Promotion Policy:

Union demands that the promotion policy be discussed with the Union in order to remove some anomalies.

Demand No. 17: Accident benefits while on duty and while coming for duty and while going from the duty:

Union demands that those workmen who met with accident while coming for duty and going back from the duty shall be treated as accident while on duty and they shall be given all the benefits such as full wages and full medical reimbursement.

Demand No. 18: City Compensatory Allowance (CCA):

Union demands that all the workmen shall be paid CCA at the rate of Rs. 1500/- per month.

Demand No. 19: Transport facility:

Union demands that management shall provide free transport facility in all shifts on the following routes:

- (i) Madkai to Marcel and back.
 - (ii) Madkaim to Shiroda and back.
 - (iii) Madkaim to Ponda/Usgao and back.
- (2) If answer to issue No. (1) above is in negative, then, what relief the workmen are entitled to?".

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 13th March, 2020.

Order

No. 28/42/2019-LAB/200

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Lupin Limited, B-15, Phase 1A, Verna Industrial Area, Verna, Salcete, Goa and it's workman Shri Sandeep Metha, represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether Shri Sandeep Metha, Management Associate could be construed as workman as defined under Clause (s) of Section 2 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?
- (2) If the answer to issue No. (1) above, is in affirmative, then, whether the action of the management of M/s. Lupin Limited, B-15, Phase 1A, Verna Industrial Area, Verna, Salcete, Goa in transferring Shri Sandeep Metha from Engineering to EHS-ETP Department, is legal and justified?

- (3) If answer to issue No. (2) above is in negative, then, to what relief the workman is entitled?".

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 13th March, 2020.

Order

No. 28/39/2019-LAB/202

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Radisson Blu Resort Goa, Cavelossim, Salcete, Goa and its workman, Mrs. Christina Lima, Senior Housekeeping Supervisor, represented by the Kamgarancho Ekvott, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

- "(1) Whether Mrs. Christina Lima, Senior Housekeeping Supervisor, could be construed as workman as defined under Clause (s) of Section 2 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?
- (2) If answer to issue No. (1) above, is in affirmative, then, whether the action of the management of M/s. Radisson Blu Resort Goa, Cavelossim, Salcete, Goa, in transferring Mrs. Christina Lima, from Radisson Blu Resort Goa, Cavelossim to Mercure Goa Devaaya Retreat Hotel at Divar, Goa, with effect from 12-09-2018, is legal and justified?
- (3) If answer to issue No. (2) above is in negative, then to what relief the workman is entitled?".

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 13th March, 2020.

Notification

No. 28/2/2020-LAB/Part-II/183

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 25-02-2020 in reference No. IT/09/10 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 6th March, 2020.

**IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI**

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/09/10

Workmen,
Rep. by the General Secretary,
Goa MRF Union,
H. No. 282, Dr. P. S. Ramani Road,
Wadi, Talaulim,
Ponda-Goa. ... Workmen/Party I

V/s

M/s. MRF Ltd.,
Tisk, Usgao,
Ponda-Goa. ... Employer/Party II

Workmen/Party I represented by Ld. Adv. Shri P. Agrawal.

Employer/Party II represented by Ld. Adv. Shri G. K. Sardessai.

AWARD

**(Delivered on this the 25th day of the month
of February, of the year 2020)**

By Order dated 25-06-2010, bearing No. 28/24/2010-LAB/305, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the action of M/s. MRF Limited, Tisk, Usgao, Ponda, Goa, in deducting 50% wages for four days i.e. from 13-01-2009 to 16-01-2009, of all the workmen who are the members of Goa MRF Union, is legal and justified?

(2) If not, what relief the workmen are entitled to?"

2. Upon receipt of the reference, IT/09/10 was registered. Notices were issued to both the parties under registered post, upon which both the parties were served. Party I thereafter filed a Claim statement at Exh. 5 and the Party II filed a written statement at Exh. 7.

3. In short, the case of the Party I is that the Party II is a Limited Company incorporated under the Companies Act. The present dispute is in respect of all workmen about 1000 approximately working in their factory at Ponda. The company is engaged in manufacture of tyres and has several factories all over India. The company has been attempting to disrupt the unity of the workmen employed by the company who are the members of the union. There has been large scale harassment and victimization of their members due to their legitimate trade union activities. The company by notice dated 27-12-2008 purported to have curtailed its monthly allotment plan for Goa Unit by 20,000 tyres from January, 2009 and claimed drastic cut in the production and that there would be no work available due to alleged cuts and further threatened to cut down in shifts in the plant and the meeting was purportedly fixed on 7-1-2009 for discussing the issue with the workmen. The union replied to the said notice on 30-12-2008. By notice dated 10-1-2009, the company alleged that the delivery of the new material for tyre manufacturing has stopped and production would come to a standstill by 2-1-2009 and threatened that they would stop work on the ground of 'force majeure'. The said notice was illegal contrary to Clause 19 of the Standing Orders and unwarranted. The company by notice dated 12-1-2009 tried to justify its illegal lay off in different shifts which were false and untenable.

4. The company by notice dated 15-1-2009 once again illegally and contrary to the standing orders purported to invoke Clause 19 of the Certified Standing Orders and thus continued the lay off by reducing the number of workmen in each shift without following the mandatory provisions of the Industrial Disputes Act. The company by notice dated 16-1-2009 illegally directed that the workmen would be laid off and given 50% of the wages when such action was totally unjustified. The union by reply dated 17-1-2009 denied that there was any truckers strike or that any of the reasons specified were justified. The pay slips for the month of January, 2009 did not contain company name though the illegal deduction towards lay off days/ force majeure was inserted. Clause 19 of the Certified Standing Orders is illegal and the company was not authorized to invoke the said

provision which is contrary to Chapter V-B of the I.D. Act. The management of the company had illegally deducted wages to the extent of 50% during the period from 27-12-2008 to 16-1-2009 depending on the shifts to the workmen. The notices issued by Party II are illegal and that they are entitled to their entire wages during the said period. The union had raised the dispute for consideration before the Assistant Labour Commissioner, Ponda but the conciliation proceedings ended in a failure. The company employs more than 1000 workmen and hence provision of Chapter V-B applies to the company. No notice has been given as required under Section 25-M of the Act nor any application for permission from appropriate Government was taken and as such purported lay off is illegal and therefore they are entitled to all benefits including payment of full wages for said period. Hence, the reference.

5. In the Written statement, the Party II has stated that the present matter involves invoking provisions of certified standing orders on account of the countrywide truckers strike during the relevant point of time due to which transportation of goods and raw material coming from various parts of the country had paralyzed and the company was left with no raw material rendering the manufacturing process to a grinding halt. The truckers strike commenced on 4-1-2009 and all the workmen were informed including the representatives of the union about the deteriorating situation on day to day basis, meetings were called and the union representatives were apprised of the reduced production target due to the market recession followed by non-availability of essential raw materials due to truckers strike, however the representatives of the union repeatedly opted not to attend the meetings for discussion. The transportation/delivery of the raw materials essential for manufacturing process had ceased within two days of truckers strike and only a part of the process could be kept operational due to balance material while the major operations were stopped for want of raw material.

6. The manufacturing process reached its total halt by 12-1-2009 in shift III after all available raw materials were exhausted in the process of production and in order to deal with the situation the best course of action available at the disposal of the management was to invoke Clause 19 of the certified standing orders. The truckers strike was called off on 13-1-2009 and since raw material was procured from different parts of the country, complete normalcy in the manufacturing process was attained w.e.f. shift I of 17-1-2009. The truckers strike was the cause which was beyond the control of the management and 50% wages as per law was

paid to the workmen opting for registering their attendance. While workmen having understood the fact of no work being available due to truckers strike opted for above majeure, but section of the workmen insisted that they would stay in the factory without registering their attendance. There was no malice or any unfair labour practice in imposing Clause 19 of the certified standing orders which however did not amount to violation of provisions of I.D. Act nor the same amounts to change in service conditions. No notice under Section 25-M was required to be given to the workmen or the Government. There is no substance in the present reference and therefore same deserves to be dismissed with cost.

7. In the rejoinder at Exh. 8, the Party I has denied the case set up by the Party II in the written statement.

8. Issues that came to be framed at Exh. 12 are as follows:

- (1) Whether workmen/Party I prove that the action of Party II in deducting 50% wages for four days i.e. from 13-01-2009 to 16-01-2009 of the workman who are the members of Party I union is illegal and unjustified?
- (2) Whether Employer/Party II proves that this claim cannot be an Industrial dispute as the action taken by it is provided under the law and by following a proper procedure so also upon proper notice issued to the workforce from time to time?
- (3) Whether the Employer/Party II proves that the reference has been made by the appropriate Government without any material on record, in haste and without application of mind?
- (4) What Relief? What Award?

9. In the course of evidence, the Party I examined Shri Sudhakar Naik as witness who produced on record a copy of notice dated 27-12-2008 issued by Party II at Exh. 16, a copy of letter dated 31-12-2008 by Party I in reply to notice dated 27-12-2008 at Exh. 17, a copy of notice dated 1-1-2009 at Exh. 18, a copy of notice dated 10-1-2009 at Exh. 19, a copy of notice dated 12-1-2009 at Exh. 20, a copy of notice dated 15-1-2009 at Exh. 21, a copy of notice dated 16-1-2009 at Exh. 22, a copy of letter dated 17-1-2009 at Exh. 23, copies of 6 pay slips of the employees for January, 2009 at Exh. 24 colly, a copy of letter dated 16-4-2009 by GMU union to ALC at Exh. 25, a copy of letter dated 18-6-2009 by ALC to MRF Ltd. at Exh. 26, a copy of minutes of conciliation dated 22-3-2010 at Exh. 27, a copy of failure report dated 26-3-2010 at Exh. 28, a copy of reference order dated 25-6-2010 at Exh. 29.

10. On the other hand, the Party II examined Shri Prashant Kumar Shetty as a witness who produced on record a copy of Newspaper cutting of Times of India dated 23-1-2009 at Exh. 53, a copy of Newspaper cutting of Herald dated 26-12-2008 at Exh. 54, a copy of Newspaper cutting of Herald dated 20-1-2009 at Exh. 55, copies of Newspaper cuttings of Times of India dated 6-11-2008 and 7-11-2008 at Exh. 56 colly, a copy of Newspaper cutting of Times of India dated 18-11-2008 at Exh. 57, a copy of Newspaper cutting of Gomantak dated 2-1-2009 at Exh. 58, a copy of Newspaper cutting of Navhind Times dated 4-1-2009 at Exh. 59, a copy of Newspaper cutting of Gomantak dated 11-1-2009 at Exh. 60, a copy of Newspaper cutting of Navhind Times dated 12-1-2009 at Exh. 61, a copy of Newspaper cutting of Gomantak dated 12-1-2009 at Exh. 62, a copy of Newspaper cutting of The Hindu dated 13-1-2009 at Exh. 63, a copy of Newspaper cutting of Navhind Times dated 13-1-2009 at Exh. 64, a copy of Newspaper cutting of Gomantak dated 13-1-2009 at Exh. 65, copies of Newspaper cuttings of Times of India dated 16-11-2008, 24-11-2008, 26-11-2008, 30-11-2008 and 30-11-2008 at Exh. 66 colly, a copy justification statement of GMU dated 15-4-09 at Exh. 67 colly, a copy of letter dated 28-8-2009 along with justification statement of the management at Exh. 68 colly, a copy of letter dated 22-3-10 by MRF to ALC at Exh. 69, copy of attendance sheets of workmen at Exh. 70 colly.

11. Heard arguments. Notes of Written arguments came to be placed on record by Party I as well as Party II.

12. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

- Issue No. 1 ... In the affirmative.
- Issue No. 2 ... In the negative.
- Issue No. 3 ... In the negative.
- Issue No. 4 ... As per final order.

REASONS

Issue No. 1 and 2:

13. Learned Adv. Shri P. Agrawal for the Party I has submitted that the Party II had invoked provisions of Clause 19 of the Certified Standing Orders for stoppage of work on account of countrywide truckers' strike during the relevant point of time, however the action of the Party II in laying-off the workmen has been without following the mandatory provision of Chapter V-B of the Industrial Disputes Act as well as breach of clause of Certified Standing Orders. He further submitted

that the question which is required to be decided is as to whether the Clause 19 of the Certified Standing Orders could be invoked by the Party II for the reasons mentioned in the notices at Exh. 16 to 22 and in particular, notice dated 12-1-2009 at Exh. 20, however as per the said notice, the stoppage of work was not due to any causes as specified in Clause 19 of the Certified Standing Orders and as such action by Party II is impermissible as it is without permission from the appropriate Government under 25-M of the Act and in support thereof, he relied upon the cases of (i) **Suhrid Geigy Ltd. vs. Chemical Mazdoor Sabha, MANU/GJ/0168/1979 decided on 23-8-1979;** (ii) **Hartex Tubes Pvt. Ltd. vs. Assistant Commissioner of Labour, Nagpur and Ors., MANU/MH/0265/1997 decided on 4-9-1997 and** (iii) **Vimal S. Roy vs. N.E.P.C. Airlines, Chennai and Ors. MANU/MH/0149/2002 decided on 28-11-2001.**

14. Per contra, Ld. Adv. Shri G. K. Sardessai for the Party II has submitted that the present matter involves the provisions of Clause 19 of Certified Standing Orders on account of countrywide truckers strike during the relevant point of time and that the action taken by the Party II is as provided under the law and by following proper procedure and issuing proper notices to the workmen. The witness, Shri Prashant Shetty has also confirmed that Certified Standing Orders are invoked on account of countrywide truckers strike and that there was worldwide recessions followed by non-availability of raw materials coming to the factory and that it did not violate provisions of I.D. Act nor does it amount to change in service conditions and as such no notice was required to be given either to the workmen or the Government under Section 25-M. The Party I workmen failed to acknowledge the gravity of the situation pertaining to the consequences of the truckers strike which was otherwise beyond the control of the management which is evident from various newspaper clippings produced on record. There was no malice or unfair labour practice in invoking Clause 19 of Certified Standing Orders nor does it violate the provisions of I.D. Act and therefore, the reference be dismissed and in support thereof, he relied upon the case of **Pearl Agencies vs. Union of India and others, 2003(1) LLN 575.**

15. Admittedly, the workers were laid off for the period from 13-1-2009 to 16-1-2009 by invoking Clause 19 of Certified Standing Orders of the company on the ground of 'force majeure' for stoppage of work. The Party I has challenged the action of the Party II on the ground that said lay off

was in contravention of provision of Chapter V-B of the I.D. Act, while it is the case of Party II that lay off was as per Clause 19 of Certified Standing Orders of Party II on account of countrywide truckers strike which had paralyzed the transportation of goods and raw materials. The short question therefore is whether Clause 19 of the Certified Standing Orders could be invoked by Party II for the reasons mentioned in the various notices at Exh. 16 to Exh. 22.

16. It is apposite to refer Clause 19 of Certified Standing Orders of the company as well as various provisions of law before dilating the issue involved in the present reference, which are as follows:

Clause 19: Stoppage of work due to force majeure: The management, may at any time, in the event of the catastrophe, breakdown of machinery or stoppage of power supply, epidemics, civil commotion or other cause beyond its control, stop any section or sections of establishment, wholly or partially for any periods without notice.

In the event of such stoppage during working hours, the workmen affected shall be notified by notices put upon the Notice Board in the department concerned, or at the office of the Manager, as soon as practicable, when work will be resumed and whether they are to remain or leave their place of work. The workmen shall not ordinarily be required to remain for more than two hours after the commencement of the stoppage. If the period of detention does not exceed one hour, the workmen so detained shall not be paid for the period of detention. If the period of detention exceeds one hour, the workmen so detained shall be entitled to receive wages for the whole of the time during which they are detained as a result of the stoppage. In the case of piece rate workers, the average daily earning for the previous month shall be taken to be the daily wages. No other compensation will be admissible in case of such stoppage. Whenever practicable, reasonable notice shall be given of resumption of normal work.

In case where workmen are laid off for short periods on account of failure of plant or a temporary curtailment of production, the period of unemployment shall be treated as compulsory leave either with or without pay, as the case may be. When, however, workmen have to be laid off for an indefinitely long period, their services may be terminated after giving them due notice or pay in lieu thereof.

The management may in the event of a strike affecting either wholly or partially any section or department of establishment close down either wholly or partially such section or department as also any other section or department affected as a result. The fact of such closure shall be notified by notice put on the notice board in the section or department concerned and near the Time Office as soon as practicable. The workmen concerned shall also be notified by a general notice, prior to resumption of work, as to when work will be resumed.

Section 2(KKK) of the I. D. Act refers to lay off which means the failure, refusal or inability of an employer on account of shortage of coal, power or raw materials or the accumulation of stocks or the break-down of machinery (or natural calamity or for any other connected reason) to give employment to a workman whose name is borne on the muster rolls of his industrial establishment and who has not been retrenched.

25-M Prohibition of lay-off: (1) No workman (other than a badli workman or a casual workman) whose name is borne on the muster-rolls of an industrial establishment to which this Chapter applies shall be laid-off by his employer except [with the prior permission of the appropriate Government or such authority as may be specified by that Government by notification in the Official Gazette (hereinafter in this section referred to as the specified authority), obtained on an application made in this behalf, unless such lay-off is due to shortage of power or to natural calamity, and in the case of a mine, such lay-off is due also to fire, flood, excess of inflammable gas or explosion. (8) Where no application for permission under sub-section (1) is made, or where no application for permission under sub-section (3) is made within the period specified therein, or where the permission for a lay-off has been refused, such lay-off shall be deemed to be illegal from the date on which the workmen had been laid-off and the workmen shall be entitled to all the benefits under any law for the time being in force as if they had not been laid-off.

17. In short, a person is said to be laid-off on account of failure, refusal or inability of the employer on account of shortage of coal, power or raw materials, etc. to give employment to a workman and that under Chapter V-B, 25-M, no workmen shall be laid-off by the employer except with the prior permission with the Government on an application made, unless such lay-off is due to

shortage of power or to natural calamity. In the instant case, the workmen were laid-off for the period from 13-1-2009 to 16-1-2009 by Party II by invoking Clause 19 of the Certified Standing Orders for which various notices were issued and in one of the notices dated 12-1-2009, it was stated that the management has no other option then to go for stoppage of work on *force majeure* due to All India Truckers Strike which is beyond the control of the management. Clause 19 also speaks of stoppage of work due to *force majeure* which includes fire catastrophe, breakdown of machinery or stoppage of power supply, epidemics or other case beyond its control. The notices including notice dated 12-1-2009 do not make a mention of the stoppage of work due to any causes as specified in clauses of Certified Standing Orders.

18. Ld. Adv. Shri G. K. Sardessai has submitted that All India Truckers' strike and global recession were beyond the control of the management and therefore its action is not violative of provisions of Industrial Disputes Act, however it is to be noted that it is the case of Party II that the stoppage of work was due to non-availability of raw material. The Hon'ble High Court of Gujarat in the case of **Suhrid Geigy Ltd.** supra has clearly held that if the management wants to lay-off its workers, it had to take action either on the basis of contract between the parties or on the basis of relevant standing orders and if the management commits breach of provision of any standing orders, limited power of lay-off under it could not be available to the management and its action would be completely ultra-vires. The stoppage of work resorted by Party II under Clause 19 of Certified Standing Orders was not on account of fire, catastrophe and other eventualities mentioned therein nor on account of failure of plant or temporary curtailment of production as mentioned in the Certified Standing Orders, nor the Certified Standing Orders provide for lay-off for stoppage of work on account of strike by Truckers or non-availability of raw material. The words 'or other cause beyond its control' in the Certified Standing Orders relate to causes mentioned earlier and not other clauses. The strike by All India Truckers as reflected in the Paper notifications produced by Party II cannot be the cause for lay-off of the workers of Party I.

19. The witness of the Party I, Shri Sudhakar Naik had clearly stated in his affidavit that the Party II illegally invoked Clause 19 of Certified Standing Orders and laid-off the workmen in each shift without following the mandatory provisions of I.D. Act and paying them compensation and tried to justify its illegal lay-off on the ground of *force majeure*. In the cross examination, he stated that

he does not know the reason for less production in the month of January, 2009 though according to him there was stock of raw material with the company and that he is not aware if in the month of January, 2009, the manufactured tyres were dispatched or not. The above assertion by the witness has not been categorically denied. The Party II has not produced anything on record that there was no raw materials with the company and that the production was curtailed or that the workers were laid-off because of paucity of the raw material. The witness of Party II, Shri Prashant Shetty, Production Manager has admitted that he has not produced any documents in support of Para 8 of his affidavit that transportation/delivery of raw material essential for manufacturing process had ceased within two days of truckers strike. There is nothing on record to prove that there was gradual cessation of manufacturing process for the relevant period during the truckers strike. No documents have been produced to show that the production was affected by truckers strike and that there was no availability of raw material. It is therefore on the above count alone, the case of Party II fails.

20. Be that as it may, there is no dispute that the Party II was employing more than 100 workmen at its factory at Usgao and therefore it is covered under Chapter V-B of the I.D. Act. Chapter V-B contains Section 25-K to 25-S which are mandatory in nature and in contravention of any Sections from Chapter V-B renders the action taken as null and void and the same is clear, if one peruses sub-section 8 of Section 25-M, which postulates that if no permission is taken for laying-off the workmen, such lay-off is illegal. There cannot be any dispute that Clause 19 of Certified Standing Orders is subject to Chapter V-B of the Act. The Party II has not taken any permission from the appropriate Government to lay-off the workmen w.e.f. 13-1-2009 to 16-1-2009. The Hon'ble High Court of Bombay in case of **Vimal S. Roy**, supra has clearly laid down that where there are more than 100 workmen in the establishment, prior permission of the appropriate Government ought to have been sought for before laying off of the employees. No such permission has been taken and therefore, the lay-off is deemed to be illegal under Section 25-M(8) of the I.D. Act. The Hon'ble High Court of Bombay in the case of **Hartex Tubes Pvt. Ltd.** supra, has also held that the shortage of material cannot be a ground for lay-off and if in law there are statutory requirements under Chapter V-B in seeking permission before lay-off is effected, ingenuity cannot be allowed to defeat the requirement of law.

21. Even, if it is considered that All India Truckers' strike was the cause of lay-off, it cannot be gainsaid that Party II is not required to take prior permission under Section 25-M of the Act before effecting lay-off. Shri Prashant Shetty has not disputed that the company employs more than 1000 workmen and that it is not seasonal in nature. He has also admitted that the company has not taken permission from the appropriate Government for reducing the payment to the workers as according to him it is not required. He denied the suggestion that non-payment of full wages was an illegal action of the management. The Party II has not taken any permission to lay-off before the appropriate Government and as such the action of the Party II in laying off the workmen is illegal and in contravention of Section 25-M of the Act and therefore Party I workmen are entitled to full wages for said period. The submission of Ld. Adv. Shri G. K. Sardessai that there is no malice or any unfair labour practice in imposing Clause 19 of Certified Standing Orders and that the said provision was invoked on account of countrywide truckers' strike cannot be accepted having any merits. It is therefore, the above issue No. 1 and 2 are answered accordingly.

Issue No. 3:

22. It is claimed by the Party II that the reference has been made by the appropriate Government without any material on record, in haste and without application of mind, however, no evidence has been led to that effect. Hence, the issue No. 3 is answered in the negative.

Issue No. 4:

23. Needless to mention, the Party I have sufficiently proved that the action of the Party II in deducting 50% wages for four days i.e. from 13-1-2009 to 16-1-2009 of the workmen is illegal and unjustified and therefore they are entitled for the reliefs claimed. Hence, the above issue is answered in the affirmative.

24. In the result, I pass the following:

ORDER

- (i) It is hereby held that the action of M/s. MRF Limited, Tisk, Usgao, Ponda, Goa, in deducting 50% wages for four days i.e. from 13-01-2009 to 16-01-2009, of all the workmen who are the members of Goa MRF Union, is illegal and unjustified.
- (ii) Consequently, the Party II is directed to pay the Party I workmen full wages for four days i.e. from 13-01-2009 to 16-01-2009 with all consequential benefits.

(iii) Inform the Government accordingly.

Sd/-
 (Vincent D'Silva)
 Presiding Officer,
 Industrial Tribunal and
 Labour Court.

Notification

No. 28/2/2020-LAB/184

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 14-02-2020 in reference No. IT/93/98 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 6th March, 2020.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT
 GOVERNMENT OF GOA
 AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/93/98

Workmen

Rep. by the President,
 Hotel Goan Heritage Staff Union,
 Gaurawaddo, Calangute,
 Bardez-Goa. ... Workmen/Party I

V/s

M/s. Hotel Goan Heritage,
 Calangute,
 Bardez-Goa. ... Employer/Party II

Workmen/Party I represented by Ld. Adv. Shri A. S. Eremita.

Employer/Party II represented by Ld. Adv. Shri P. J. Kamat.

AWARD

(Delivered on this the 14th day of the month of February, of the year 2020)

By Order dated 29-09-1998, bearing No. IRM//CON-MAP/(25)/-98/1099, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the action of the management of M/s. Hotel Goan Heritage, Calangute, Bardez-Goa, in terminating the services of the following workmen with effect from 14-05-1998, is legal and justified?

- (1) Shri Alex Lopes, Trainee Captain.
- (2) Shri Valerian Britto, Pantry men.
- (3) Shri Sanjeev Naik, Accounts Assistant.
- (4) Shri Ireneu Gonsalves, Steward.
- (5) Smt. Rita Fernandes, Floor Supervisor.
- (6) Shri Chandu Chavan, Gardener.

(2) If not, to what relief the above workmen are entitled?"

2. On receipt of the reference, it was registered as IT/93/98 and registered A/D notices were issued to both the parties. Upon appearance, Party I filed a Claim statement at Exh. 5 and Party II filed a Written statement at Exh. 6.

3. In short, the case of Party I in the claim statement is that the Party II is a two starred hotel at Calangute and there are various employees employed in the said hotel in various designations. The workers formed a union by name Hotel Goan Heritage Staff Union due to various unfair labour practices and exploitation of the workers in the said hotel. The members of the union were harassed for one reason or the other in order to weaken the union activities. The Union raised various demands before the Party II for the welfare of the workers in the hotel and also filed a Charter of demands and as long pending grievances and demands were not solved, a strike notice was addressed to the Party II. The Party II thereafter on 30-6-1997 issued a charge sheet to the Party I workmen viz. Alex Lopes, Valerian Britto and Rosario Fernandes. The Party I thereafter approached the Chairman//General Manager and the discussions were held pertaining to the charge sheets and it was resolved that the charge sheets will be withdrawn.

4. The Party I workman viz. Alex Lopes was appointed as trainee steward vide order dated 7-2-1990 and at the time of dismissal he was employed as trainee captain. He was President of the Union and in that capacity he raised various demands before the Party II. The workman was charge sheeted vide charge sheet dated 30-6-1997 for making derogatory remarks against the management. However, till date the workman was not given any opportunity of hearing to controvert the charges nor departmental enquiry was conducted. The workman was dismissed vide order dated 14-10-1998 alleging that he along with 23 workers abstained from work in concerted action to disrupt the smooth work of the hotel. No

departmental enquiry was held in respect of the charges. It is also claimed by the Party I, Shri Alex Lopes by way of amendment that he was promoted to the post of Trainee Captain and he was to be regularized as Captain after six months probation period in Grade V and was drawing salary in terms of Grade V and that he was thereafter illegally terminated from service with effect from 14-5-1998 and that if he had to continue to be in service, then he would definitely be promoted in Grade VI (Sr. Captain). The termination of the Party I workman was illegal and therefore he should be promoted and re-instated along with full back wages with interest and all benefits that would accrue to him.

5. In the written statement, Party II has contended that the Party II is a two starred hotel mainly catering to the foreign tourists and therefore certain level of code of conduct and discipline is expected of staff employed by such establishment and any misconduct or misdeed on the part of employees affect the working and reputation of the hotel. The Party I workmen are involved in various acts of misbehaviour and non co-operation. The Party I Shri Alex Lopes was initially appointed as a Trainee Steward and that he was thereafter promoted as Trainee Captain and that the post of Trainee Captain is a supervisory post and the work performed by him was of supervisory nature and therefore he is not a workman. Shri Lopes was hostile towards management during the period of his service and was acting against the interest of the management. He became the President of the Union and under the cover of Presidentship started writing defamatory and threatening letters to the management on non existing issues and resorted to sudden strike to pressurize the management to agree to the unreasonable demands.

6. The Party II further claimed that and on 27-2-1998 when the occupancy of the hotel was almost 100% with foreign guests, about 23 workers, members of the union, abstained from work to disrupt the smooth work of the hotel and the said act of absenteeism on the part of the workmen amounted to resorting to an illegal and unjustified strike without any prior notice. Show cause notices were issued to the workers who resorted to strike by absenting from work, however the workers have refused to accept the show cause notices at the instances of the Party I workmen. The Party I workmen along with the other staff on 25-2-1998 forced their entry into executive dining room and abused the General Manager with filthy and indecent language. The Party I workmen along with others were deserting their place of work very often and threatening the superiors. The past records of

Shri Lopes were not satisfactory as he was charge sheet on 6-6-1997 for habitual absence during the period from December, 1996 to May, 1997. The acts of misconducts on the part of Shri Lopes being gross and serious and not satisfactory, the Party II dismissed him from services by letter dated 14-5-1998. The action of the management in terminating the services of Shri Lopes for the misconduct is just and proper and therefore, the reference be dismissed.

7. In the rejoinder at Exh. 7, the Party I denied the case put forth by Party II in written statement.

8. Issues that came to be framed at Exh. 8 are as follows:

- (1) Whether the Party I proves that since the Party II terminated the services of the workmen without holding any enquiry, the Party II is not entitled to lead any evidence before this Tribunal to prove the charges of misconduct?
- (2) Whether the Party I proves that termination of services of the workmen by the Party II is by way of unfair labour practice and victimization?
- (3) Whether the Party I prove that the action of the Party II in terminating the services of the workmen is illegal and unjustified?
- (4) Whether the Party II proves that the workman Mr. Alex Lopes is not a "workman" within the meaning of Section 2(s) of the I. D. Act, 1947?
- (5) Whether the Party I proves that the workman Miss Rita Fernandes is not a "workman" within the meaning of Section 2(s) of the I. D. Act, 1947?
- (6) Whether the Party II proves that the workmen are guilty of the charges of misconduct levelled against them?
- (7) Whether the workmen are entitled to any relief?
- (8) What Award?

9. It is a matter of record that issue No. 1, 4 and 5 which were framed as preliminary issues were answered by Order dated 3-7-2009 by my predecessor. It has been held that the Party II is entitled to adduce evidence before the Tribunal to prove the charges levelled against the workman/employee involved in the reference and that the employee, Shri Alex Lopes and Mrs. Rita Fernandes

are held to be workmen within the meaning of Section 2(s) of the Act. It is also a matter of record that the Party I workmen including Shri Valerian Britto, Shri Sanjeev Naik, Shri Ireneu Gonsalves, Smt. Rita Fernandes and Shri Chandu Chavan have filed the terms of settlement before the Court and thus settled the matter.

10. The Party I examined Shri Alex Martin Lopes on issue No. 2, 3, 6, 7 and 8 and produced on record a copy of written statement of Party II dated 12-6-98 filed before Labour Commissioner at Exh. 104, a copy of letter dated 28-5-98 addressed by Hotel Goa Heritage Staff Union to Party II at Exh. 105, a copy of letter dated 29-5-98 by Hotel Goa Heritage Staff Union to ALC at Exh. 106, a copy of letter dated 26-5-98 addressed by Party II to Hotel Goa Heritage Staff Union at Exh. 107, a copy of letter dated 20-5-98 addressed to Party II by Hotel Goa Heritage Staff Union at Exh. 108, a copy of letter dated 20-5-98 addressed to Party II by Hotel Goa Heritage Staff Union and letter addressed to Inspectorate of Police at Exh. 109 colly, a copy of letter dated 21-4-98 addressed by Party I to Party II at Exh. 110, a copy of letter dated 4-3-98 issued by Party II to the President and the staff union at Exh. 111, a copy of fresh Charter of demands dated 20-1-98 addressed by Union to Chairman & G.M. of Party II at Exh. 112, a copy of letter dated 12-11-97 addressed to the G.M. of Party II by the Union at Exh. 113, a copy of letter dated 6-6-97 issued to Alex Lopes at Exh. 114, a copy of reply dated 9-6-97 filed by Alex Lopes at Exh. 115, a copy of letter dated 24-12-97 addressed to G.M. by President of the Union at Exh. 116, a copy of application of registration of Hotel Goa Heritage Staff Union dated 20-12-96 along with Form A and other documents at Exh. 117 colly, a copy of certificate of registration of trade union dated 17-1-97 at Exh. 118, a copy of letter of appreciation dated 26-7-91 at Exh. 119, a copy of letter dated 12-6-98 addressed to the Labour Commissioner by the Union at Exh. 120, a copy of letter dated 2-3-97 addressed to the Chairman, Shri Flaviano Pimenta at Exh. 121, a copy of reply dated 17-3-97 by Shri Flaviano Pimenta at Exh. 122, a copy of appointment letter dated 7-2-90 of Alex Lopes at Exh. 123, a copy of charge-sheet dated 30-6-97 issued to Alex Lopes at Exh. 124, a copy of dismissal order dated 14-5-98 issued to Alex Lopes at Exh. 125, a copy of Notice of reference dated 12-10-1998 at Exh. 126.

11. In the cross examination, Shri Lopes also produced on record a copy of reply dated 16-11-1993 at Exh.127, a copy of reply dated 15-5-1995 at Exh.128, a copy of reply to the

termination letter dated 18-6-1998 at Exh. 129 colly, copies of letters dated 30-1-1997, 1-2-1997 and 24-12-1996 at Exh. 130 colly, a copy of receipt from Western Union dated 29-6-2017 at Exh. 130-A. Shri Alex Lopes was re-examined as per Order dated 25-1-2019 at Exh. 138 and produced on record a copy of Memorandum of settlement dated 5-8-1991 at Exh. 141, a copy of Memorandum of settlement dated 24-1-1996 at Exh. 142, a copy of Memorandum of settlement dated 20-4-2009 at Exh. 143, a copy of Memorandum of settlement dated 14-1-2012 at Exh. 144, a copy of Memorandum of settlement dated 13-2-2015 at Exh. 145, a copy of Memorandum of settlement dated 26-3-2018 at Exh. 146, a copy of application under RTI Act received by the O/o Commissioner, Labour and Employment, Govt. of Goa on 21-3-2018 at Exh. 147. Shri Alex Lopes was also re-examined as per Order dated 26-8-2019 at Exh. 151 and produced on record notarized copies of I. D. Card as Steward and as Captain at Exh. 153 colly, a copy of Circular dated 13-12-1993 at Exh. 154, copies of wage slips from 1993 to 1998 at Exh. 155 colly, a copy of Duty Chart (2 pages) at Exh. 156.

12. Heard arguments. Notes of Written arguments came to be placed on record by Party I as well as Party II.

13. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

Issue No. 2	...	In the affirmative.
Issue No. 3	...	In the affirmative.
Issue No. 6	...	In the negative.
Issue No. 7	...	As per final order.
Issue No. 8	...	As per final order.

REASONS

Issue No. 2, 3 and 6:

14. It is well settled in the case of **D. K. Yadav vs. J. M. A. Industries Ltd., 1993 SCC (L&S) 723** that no man should be condemned unheard in order to prevent authority from acting arbitrarily affecting the rights of the person concerned and that no decision must be taken which will affect the right of any person without his/her being informed of the case and giving him/her an opportunity of putting forward his/her case as an order involving civil consequences must be made consistently with the rules of natural justice and fair play. It is also held in the case of **Mahinder Singh Gill vs. Chief Election Commissioner, (1978) 1 SCC 405** that the duty to give reasonable opportunity to be heard will be implied from the nature of the function to be performed by the authority which has the power

to take punitive or damaging action. They have a duty to proceed in a way which is free from even the appearance of arbitrariness, unreasonableness or unfairness and that they have to act in a manner which is patently impartial and meets the requirements of natural justice. The procedure prescribed must be just, fair and reasonable even though there is no specific provision in a statute or rules made thereunder for showing cause against action proposed to be taken against an individual, which affects the right of that individual.

15. Ld. Adv. Shri P. J. Kamat for the Party II has submitted that the allegations for termination of service of the Party I, Shri Lopes are mentioned in the letter of termination at Exh. 54 as well as in the written statement. The Party I Shri Alex Lopes became the President of the Union and under the cover of Presidentship started writing defamatory and threatening letters to the Party II on non-existing issues and also resorted to sudden strikes and issued threats of strike during the peak season to pressurize the management to agree to the unreasonable demands and when the occupancy of the hotel was almost 100% on 22-2-1998, about 23 workers, members of the union abstained from work in concerted action to disrupt the smooth work of the hotel. Show cause notices issued to them were refused and on 25-2-1998, the Party I along with the other staff forced their entry into the executive dining room and abused the General Manager with filthy and indecent language and threatened to assault him. The Party I along with the other workers was deserting their place of work and was threatening the supervisor when questioned. The past record of the Party I, Shri Lopes was not satisfactory. The Party I was issued show cause notices and the charge sheet on 30-6-1997. The Party I was involved in all such incidences and therefore, he was dismissed on 14-5-1998. He further submitted that in the matter of **Laxmi Devi Sugar Mills vs. Nand Kishore Singh, 1950 (2) SCLJ 1353**, the Apex Court has held that when the workman was guilty of insubordination and if his attitude was such as would not be conducive to the maintenance of discipline, he would be guilty of such misconduct and cannot escape the punishment of dismissal.

16. Per contra, Ld. Adv. Shri A. S. Eremita for the Party I has submitted that the Party II has miserably failed to prove that the workman, Shri Alex Lopes was guilty of charges of misconduct levelled against him and that he has been terminated without conducting any departmental enquiry in respect of the purported charge sheet and he was targeted by Party II on account of his union activities. He

further submitted that upon perusal of dismissal order dated 14-5-1998 at Exh. 54, it is observed that the termination was sought basically on the grounds viz. (a) alleged involvement in strike on 22nd February, 1998; (b) alleged refusal of show cause notices by other workmen alleged to be upon instance of Shri Alex Lopes and other office bearers of the union; (c) alleged entry by Shri Lopes and other office bearers of the union in the dining room on 25th February, 1998 and abusing the General Manager with indecent words and (d) charge sheets dated 6-6-1997 and 30-6-1997, which have not been proved by the Party II as the said allegations are false and baseless which are intended only to illegally terminate the services of the Party I workman.

17. The Party II in support to their allegations against Shri Alex Lopes has examined the Personnel Manager, Shri William D'Souza who claimed that Shri Lopes was hostile towards the management and was acting against the interest of the management as the President of the Hotel Heritage Staff Union and that on 22-2-1998, when the occupancy of the hotel was almost full with foreign tourists, about 23 workers including Ireneu, members of the Union abstained from work and the said act of mass absenteeism amounted to resorting illegal and unjustified strike without any notice. It is claimed by Party II that 23 workmen had allegedly abstained from work to disrupt the smooth work of the hotel and yet the Party II had taken action only against 6 workmen who were office bearers of the Union. There is no dispute that show cause notices at Exh. 47 colly were issued to all the 23 workers who had gone on alleged strike, however none of the letters speak of involvement of Alex Lopes or instigation of the said workers nor any notice was issued to him by registered post.

18. Shri William D'Souza in the cross examination has admitted that the workers had joined the duties on 24-2-1998 however there is no attendance record from 22-2-1998 to 24-2-1998. He admitted that the Party II maintains the records of all the workers and the residential address of the workers are available with the Party II, however no action was taken against the workers who abstained from duty on 22-2-1998. Shri Alex Lopes on page 6 of the cross examination has denied that on 22-2-1998 when the occupancy of the hotel was full about 23 workers at his instigation abstained from work and he claimed that it was his off day being Sunday. The said fact has not been denied by the Party II. Shri William D'Souza in the cross examination has stated that he does not recollect whether

22-2-1998 was a Sunday and whether Shri Alex Lopes and two others were on off day. The Duty chart produced by the Party I at Exh. 156 colly also show 'Off duty on Sunday' as against Shri Alex Lopes and therefore, the allegation of Party II that Party I workman, Alex Lopes was involved in the strike on 22-2-1998 is baseless intended only to illegally terminate his services.

19. The allegation that the workmen refused the show cause notices upon the instigation of Alex Lopes and other office bearers of the union also cannot be countenanced as the notices dated 24-2-1998 at Exh. 47 colly with respect to the strike were never served on any workmen. The Party II could have easily served the workmen by sending it to them by registered post at their residential address. Shri William has admitted in the cross examination that other 23 workers who had abstained from work were issued memos. He claimed that the notices issued to 10 workers who had abstained from work from 22-2-1998 are at Exh. 47 colly and the names of other workers who had abstained from work on said day are mentioned on the said notices. He claimed that the said workers have refused to accept the notices but does not know whether the remaining workers who had abstained from work had also refused to accept the notices. He admitted that the Party II had not sent the notices by registered post, although their residential addresses were available with them. No explanation has been given in that regard. There is no attendance records of the said workers from 22-2-1998 to 24-2-1998 as admitted by Shri William and therefore, the allegation that the Party I workers have refused to accept the notices issued to them by the Party II at the instigation of the Party I is unfounded and baseless.

20. The allegation of the Party II that Shri Alex Lopes and other office bearers of the union had entered and abused the General Manager on 25-2-1998 is also without any substance as the General Manager, Shri Anthony Vales had not stepped into the witness box to prove the said allegation as the said fact was to his own personal knowledge. Shri William has claimed that he was aware of the fact that at the relevant time the Union had raised issues towards non-payment of ESI and Provident Fund to the authorities concerned within the prescribed time for the period from 1997 to 1998. He also admitted that at that time, Shri Anthony Vales was the General Manager who used to deal with the issues raised by the workmen. None of the other workmen have been examined to prove the said fact of entering and abusing the General Manager as it is their case that Shri Lopes and one Luis Silveira in one

voice entered and abused him. It therefore cannot be said that the Party II has proved the said allegation.

21. It is also alleged that the Party I workman was issued charge sheet dated 6-6-1997 for habitual absence during the period from December 1996 to May 1997 and charge sheet dated 30-6-1997 for allegedly making derogatory statement against the Chairman and the General Manager of the company at Exh.53. The alleged charge sheet dated 30-6-1997 was never served upon said Shri Lopes, in any event the said charge sheet deals with events almost one year prior to dismissal of the workman. Shri William D'Souza also admitted in the cross examination that he does not recollect that any enquiry was conducted in respect of charge sheet dated 30-6-1997 issued to Shri Lopes or that any action was taken against him for committing the acts stated in the charge sheet. It is therefore the allegations made by Party II against the workman, Shri Alex Lopes in the charge sheet dated 30-6-2017 at Exh. 53 are unsubstantiated and baseless.

22. The Notice/charge sheet dated 6-6-1997 at Exh.48 was replied to by the Party I by way of letter dated 9-6-1997 at Exh 115 giving explanation for alleged absenteeism and the Party II did not proceed with the said letter and even did not make any enquiry as admitted by Shri William D'Souza in his cross examination where he has stated that there are no records to show that the Party I was unauthorizedly absent on the days specified in the notice dated 6-6-1997 and that he had not seen the attendance record on the basis of which the notice at Exh. 48 dated 6-6-1997 was issued. The Party II have also not produced on record the amount of earned leaves and other statutory leave periods available to the Party I. The Party II ought to have produced the documents to show the days of absence of Party I and only if the same exceeded the leave periods available to the Party I, the Party II was entitled to take action against the Party I. It is therefore the only conclusion is that the charges of absenteeism against the Party I remained unsubstantiated. The allegation that Shri Lopes along with Valerian Britto have been deserting their place of work and threatening the superiors when questioned also remained unsubstantiated as Shri William has admitted that he has not record to support the said allegation.

23. Shri William has also admitted in the cross examination that before termination of services of the Party I, no show cause notice was issued to him as to why the services should not be terminated and also no enquiry was conducted

into the allegations laid down in the dismissal letter nor opportunity was given to the Party I of being heard and therefore the termination of services of the Party I, Shri Alex Lopes is illegal and non est and therefore it is clear that the Party II has failed to prove any misconducts allegedly committed by the Party I including that there was monetary loss or loss of clients on account of alleged misconduct, misbehaviour and non-co-operation on the part of the Party I, Shri Lopes and therefore, the Party II has failed to prove that the workman, Shri Lopes was guilty of charges of misconduct leveled against him and on the contrary, the Party I, Shri Lopes has proved that the termination of services by the Party II is by way of unfair labour practice and victimization and that the action of the Party II in terminating his services is illegal and unjustified and hence the issue No. 2 and 3 are answered in the affirmative and issue No. 6 is answered in the negative.

Issue No. 7 and 8:

24. The question therefore is what reliefs the Party I is entitled to, once it is held that the termination of Party I workman, Shri Lopes is illegal, whether the Party I is entitled for re-instatement with full back wages and continuity in service with consequential benefits attached to the post or adequate monetary compensation in lieu of reinstatement and back wages.

25. Ld. Adv. Shri Eremita has submitted that the Party I was initially employed with the Party II as a Trainee Steward and thereafter regularized to the post of steward on completion of probation period. He was thereafter promoted to the post of Trainee Captain to be on probation for a period of six months and thereafter to be regularized to the post of Captain and at the time of termination of services on 14-5-1998, he was working as a Captain as evident from the ID card at Exh. 153 colly as well as Circular dated 13-12-1993 at Exh. 154, Wage slips at Exh. 155 colly and Duty chart at Exh. 156 and if the Party I had to continue in service, he would definitely be promoted to the post of Sr. Captain with corresponding increments in his wages and therefore, the Party I Shri Alex Lopes is entitled to the post of Captain together with the back wages and all the benefits available under the law including promotion and other benefits on retirement and in support thereof, he relied upon the case of **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Maha-vidyalaya (D.ED) & Ors., (2013) 10 SCC 324.**

26. Per contra, Ld. Adv. Shri P. J. Kamat for the Party II has submitted that the post of Trainee Captain was not there with the Party II in the year 1991 when the settlement of 5-8-1991 was signed and the said post was created in the year 1993 and the Party I was promoted vide the letter dated 1-4-1993 and after dismissal of the Party I in May, 1998, the said post was kept vacant as there was no need of Trainee Captain and eventually it was abolished in the year 2009 under clause 2 of the Settlement dated 20-4-2009 at Exh. 55. The Party I has brought on record all the settlements at Exh. 141 to 146 and is claiming full back wages based on the said settlements. The post of Trainee Captain under settlement at Exh. 55 was abolished and as such the relief, if any to the Party I can be given only up to 31-3-2008 which is effective date of the said settlement and not beyond that. The Party I thereafter by way of amendment has claimed that after six months as Trainee Captain he was to be regularized as Captain and thereafter as Sr. Captain and the said contentions are afterthoughts and are made only to claim back wages from 1-4-2008 i.e. after abolition to the post of Trainee Captain. The Party I cannot be granted relief in terms of reinstatement with or without wages as Trainee Captain, which post the Party II has abolished. The Party I cannot be given relief in any other post when the said post was not in existence from 1-4-2008. The Hon'ble Tribunal also cannot direct the Party II to create a post of Trainee Captain to accommodate the Party I or to accommodate him in some other post higher than the Trainee Captain as that was not the issue referred to this Hon'ble Tribunal as creation or abolition of post and regularization are a purely an executive function.

27. Ld. Adv. Shri Kamat has further submitted that the Party I has now after 20 years of litigation, sought to change his stand that he was to be confirmed as Captain after six months and then promoted as Sr. Captain at the fag end of the proceedings when he realized that the post of Trainee Captain was abolished. Relying upon the case of **Haryana State Co-op. Land Development Bank vs. Neelam, 2005-06 SCLJ 911**, he submitted that an employee can be reinstated only to the post which he was holding at the time of his termination. He further submitted that the Industrial Tribunal derives the jurisdiction from the reference and the specific issue was in the reference relates to the legality and justifiability of the termination of Shri Lopes as a Trainee Captain and the question whether the Party I would have been confirmed as a Captain and/or promoted as Sr. Captain is not an issue at all and therefore, the issue which is not referred to it for adjudication cannot be decided and in support thereof, he relied

upon the case of **State Bank of Bikaner & Jaipur vs. Om Prakash Sharma, 2005-06 SCLJ 1055** and therefore what is to be decided is whether termination of Shri Lopes w.e.f. 14-5-1998 as a Trainee Captain is legal and justified.

28. Ld. Adv. Shri Kamat has also submitted that for granting the relief, the Tribunal has to see if during said period of litigation whether the Party I was employed elsewhere, whether the Party I had tried to secure job elsewhere during the said period and that how Party I maintained himself during all these period. The Party I has not pleaded in his evidence that he was not gainfully employed elsewhere and that he had tried for jobs but could not get and as to how he maintained himself and his family during all this period of litigation and that the burden is on the Party I to prove the above fact. Shri Lopes has admitted that he has not applied for employment in any other establishment after his termination; his wife is housewife and he has three children studying. He claimed that he is getting money from his uncle from Canada. The Party II has examined Shri Sudesh Pednekar, the investigator with M/s. Cobra Detective and Security Services who deposed that he conducted investigation in respect of gainful employment of Shri Alex Lopes and that on 27-12-2013 at around 11.30 a.m., he met his wife who informed him that Shri Lopes is working on his tourist taxi bearing No. GA-03-K-2320 and that on 8-1-2004, he called Shri Chandu Chawan on his mobile who informed him the fact of Shri Lopes running a tourist taxi. Shri William D'Sousa also stated that the Party I was also engaged in providing cable network services in Calangute and other places and earning more than 10,000/- per month. The Party I has therefore failed to prove that he was not gainfully employed.

29. The Party I workman was initially employed as Trainee Steward and thereafter regularized and thereafter promoted to the post of Trainee Captain to be on probation for a period of six months. Exhibit W-2 is the appointment of the Party I as Trainee Captain on 1-4-1993 wherein it is stated that on successful completion of training period of six months, he will be confirmed in writing as Captain, if his services are found to be satisfactory and of standard. There is nothing on record in writing produced by the Party I that he has been regularized to the post of Captain as per Exh. W-2. He claimed that at the time of termination he was working as Captain and produced on record ID card at Exh. 153 colly, Circular dated 13-12-1993 at Exh. 154, Wage slips at Exh. 155 colly and Duty charts at Exh. 156. The said documents have been

disputed by the Party II, which in any case have not been proved by Party I as the identity card does not bear the name of the Manager and/or as to when it was issued. The Circular dated 13-12-1993 at Exh. 154 is also not an appointment letter, although the word 'Captain' has been bracketed below the name of Alex Lopes. Exh. 155 colly are the wage slips but they do not refer Shri Alex Lopes as Captain. The Duty charts at Exh. 156 also do not bear the signature of the person who had issued nor there is indication that it pertains to the Party II.

30. Moreover, as rightly pointed out by Ld. Adv. Shri P. J. Kamat it is throughout the case of Party I in the claim statement, rejoinder as well as in the affidavit-in-evidence that he was holding the post of Trainee Captain till the recording of evidence before the Tribunal on 14-11-2017. The Party I for the first time after 20 years of litigation sought to change his stand that he was confirmed as Captain after six months and then promoted as Sr. Captain, which defense is clearly an afterthought. Moreover, the specific issue in the reference relates to the legality and justifiability of termination of Shri Lopes as a Trainee Captain and question whether he has been confirmed as a Captain and/or promoted as Sr. Captain is not an issue at all. The Tribunal is not entitled to pass an order beyond the terms of reference. Moreover, the documents produced on record also do not conclusively establish that he was confirmed to the post of Captain and promoted as Sr. Captain as claimed by the Party I and therefore, the claim of the Party I that he was a Captain at the time of his termination cannot be accepted.

31. It has been consistently held by the Hon'ble Apex Court that relief by way of reinstatement with back wages is not automatic, even if termination of an employee is found to be illegal or is in contravention of the prescribed procedure and that monetary compensation in lieu of reinstatement and back wages in cases of such a nature may be appropriate. In the instant case, the Party I workman, Shri Alex Lopes was working as Trainee Captain at the time of termination of his service and as per the deposition of the Party I, Lopes at Exh. 14, as on 18-1-2001, the Party I was 37 years of age and as on date, the Party I is more than 55 years of age, although no proof by way of birth certificate has been produced by Party I. There is no dispute that the age of retirement of the employee with the Party II is 58 years and therefore he would cross superannuation in next three years or so. The Party I Shri Alex Lopes has reached closer to the date of superannuation, so also that

the Party II has lost confidence in him considering that he was involved in union activities and therefore he is not entitled for reinstatement as a matter of right, even though his termination has been termed as illegal and bad in law. The Party I therefore will not be entitled for reinstatement and in lieu thereof he could be compensated with an amount equivalent to full back wages for the period from the date of award till the date of superannuation along with all the consequential benefits, including the benefits of all the settlements.

32. There are also no pleadings by Party I workman that he has not been employed after he was terminated nor he has stated what efforts he has made for securing gainful employment. The Party II has produced on record through Shri Sudesh Pednekar the confidential report dated 9-1-2014 along with CD and certificate dated 4-7-2016 at Exh. 99 colly and Exh. 100 in support of the fact that the Party I was gainfully employed and was working on his tourist taxi bearing No. GA-03-K-2320, however there is nothing on record that said tourist taxi was in the name of Shri Lopes and that he found him plying the said taxi. On the contrary, Shri William has admitted that the said Maruti Omni is shown in the name of Agnelo Sequeira and Anthony Sequeira in the Registration Certificate. Shri Pednekar only claimed that he met his wife and one Chandu Chawan who informed the said fact of Shri Lopes running a tourist taxi and therefore the said evidence is not sufficient to prove that Shri Lopes was gainfully employed. The claim of Shri William that Shri Lopes was also providing cable network services in Calangute and other places and earning more than Rs. 10,000/- is also not supported by any evidence.

33. Admittedly, the Party I, Shri Lopes was illegally terminated from the services w.e.f. 14-5-1998 as Trainee Captain in Grade IV. The Party I has produced on record the Settlements at Exh. 141 to 146 which would also be applicable to Shri Alex Lopes, if he had to continue in service, even if it is considered that he was in Grade IV as Trainee Captain. The Apex Court in the case of **Deepali Gundu Surwase**, supra has clearly held that if the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of the service. The Party II has failed to

prove as stated earlier that the Party I was gainfully employed. It is therefore, once it is found that the workman was not guilty of any misconduct or that the employer has foisted a false charge or is guilty of victimizing the workman, then there will be ample justification for award for full back wages. There is no dispute that at the time of termination of his services, he was in Grade IV as Trainee Captain, no doubt, the said post has been abolished however the grade continues. It cannot be accepted and it would amount to great injustice to a workman or an employee if he is denied back wages simply because there is long lapse of time between termination of service and finality given to the order of passing of an award as held in the case of **Deepali Gundu Surwase**, supra. Needless to mention, it has been found that the allegations leveled against the Party I are frivolous and that he was not gainfully employed ever since he was terminated from the services and therefore, he is entitled for entire back wages from the date of termination till date. It is also matter of record that the Party I was being paid 75% of suspension allowance as per order at Exh. 37 till date which is required to be adjusted at the time of payment of back wages. Hence, the above issues are answered accordingly.

34. In the result, I pass the following:

ORDER

- (i) The present reference stands partly allowed.
- (ii) It is hereby held that the action of the management of M/s. Hotel Goan Heritage, Calangute, Bardez-Goa, in terminating the services of the workman, Shri Alex Lopes with effect from 14-05-1998, is illegal and unjustified.
- (iii) Consequently, the Party II is directed to pay the Party I workman, Shri Alex Lopes, in lieu of reinstatement, an amount equivalent to full back wages for the period from the date of award till the date of superannuation along with all the consequential benefits, including the benefits of all the settlements.
- (iv) The Party II is also directed to pay the Party I workman, Shri Alex Lopes an amount equivalent to full back wages for the period from the date of termination till the date of award, along with all consequential benefits, including the benefits of all the settlements, after deducting the amount of

subsistence allowance already paid to him from time to time, within 60 days of the publication of the Award, failing which the Party II shall pay an interest @ 9% per annum.

- (v) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.



Department of Law & Judiciary

Law (Establishment) Division

Order

No. 5/40-3/89/LD(Estt)/567

Whereas, the Government vide Notification No. 5/40-3/89/LD(Estt) dated 29-09-1989, published in the Official Gazette, Series II No. 31 dated 02-11-1989, appointed Mr. Fatu Bhavanath Bhaangi, Advocate (hereinafter referred as the "Applicant") as a Notary for period of three years with effect from 01-10-1989, in and throughout the area of Margao Judicial Senior Division;

And whereas, the Government vide Certificate of Practice dated 29-09-1989 has certified that the Applicant is authorized to practice as a Notary for a period of three years from 01-10-1989 in and throughout the area of Margao Judicial Senior Division;

And whereas, the Government on the request of the Applicant had renewed his Certificate of Practice as a Notary for subsequent 06 terms upto 01-10-2013 and the period of validity of the Certificate of Practice in the Endorsement dated 06-11-2013 issued to the Applicant expired on 30-09-2018;

And whereas, the Applicant has failed to renew his Certificate of Practice six months prior to expiry of the period of validity of the said Certificate of Practice until his period expired on i.e. 30-09-2018, as required under sub-section (2) of Section 5 of the Notaries Act, 1952 (Central Act 53 of 1952) and sub-rule (4) of Rule 8 B of the Notaries Rules, 1956 (hereinafter referred as the "said Act" and "said Rule") and the Applicant has failed to submit the mandatory annual returns, since his last renewal i.e. 29-10-2013, as per Rule 14 of the Notaries Rules, 1956.

And now therefore, in pursuance of Clause (f) of Section 10 of the said Act, the Government of Goa hereby removes the name of applicant entered as a Notary from the Register maintained by it under Section 4 of the said Act.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.).

Porvorim, 5th March, 2020.

Order

No. 9-18-2004-LD(Estt)Part-II(37)/564

Whereas, the Government vide Notification No. 9-18-2004-LD(Estt)/PartII-(36)/3068 dated 09-07-2009, published in the Official Gazette, Series II No. 17 dated 23-07-2009, appointed Mr. Trivikram Narayan Pai Raiturkar, Advocate (hereinafter referred as the "Applicant") as a Notary for period of five years with effect from 09-07-2009, for the area of Salcete taluka;

And whereas, the Government vide Certificate of Practice dated 09-07-2009 has certified that the Applicant is authorized to practice as a Notary for a period of three years from 09-07-2009 in the area of Salcete taluka;

And whereas, the Government on the request of the Applicant had renewed his Certificate of Practice as a Notary for subsequent 02 terms and the period of validity of the Certificate of Practice in the Endorsement dated 15-05-2014 issued to the Applicant expired on 08-07-2019;

And whereas, the Applicant has failed to renew his Certificate of Practice six months prior to expiry of the period of validity of the said Certificate of Practice until his period expired on i.e. 08-07-2019, as required under sub-section (2) of Section 5 of the Notaries Act, 1952 (Central Act 53 of 1952) and sub-rule (4) of Rule 8 B of the Notaries Rules, 1956 (hereinafter referred as the "said Act" and "said Rule").

And now therefore, in pursuance of Clause (f) of Section 10 of the said Act, the Government of Goa hereby removes from the Register maintained by it under Section 4 of the said Act, the name of Applicant entered as a Notary.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.).

Porvorim, 11th March, 2020.

Order

No. 12-12-81/LD/574

Whereas, the Government vide Notification No. 12-12-83/LD dated 19-05-1983, published in the Official Gazette, Series II No. 8 dated 27-11-1983, appointed Mr. Mohan Anandrao Redkar, Advocate (hereinafter referred as the "applicant") as a Notary for period of three years with effect from 01-05-1983, in and throughout the area of Margao Judicial Senior Division;

And whereas, the Government vide Certificate of Practice dated 19-05-1983 has certified that the Applicant is authorized to practice as a Notary for a period of three years from 01-05-1983 in and throughout the area of Margao Judicial Senior Division;

And whereas, the Government on the request of the Applicant had renewed his Certificate of Practice as a Notary for subsequent 09 terms and the period of validity of the Certificate of Practice expires on 07-08-2023 in the Endorsement dated 08-08-2018 issued to the Applicant. However, vide letter dated 21-11-2019, the spouse of the above Applicant informed that her husband Shri Mohan Anandrao Redkar, Advocate who was practicing as a Notary died on 15-04-2019;

And whereas, the validity of the Endorsement dated 08-08-2018 to the Certificate of issued to Mr. Mohan Anandrao Redkar stands withdrawn and cancelled, since the said Advocate died on 15-04-2019, in the light of the Notaries Act, 1952 (Central Act 53 of 1952) and Notaries Rules, 1956 (hereinafter referred as the "said Act" and "said Rule").

And now therefore, in pursuance of Clause (f) of Section 10 of the said Act, the Government of Goa hereby removes from the Register maintained by it under Section 4 of the said Act, the name of Applicant entered as a Notary.

By order and in the name of the Governor of Goa.

Amir Parab, Under Secretary (Law-Estt.).

Porvorim, 11th March, 2020.

Department of Personnel**Order**

No. 22/1/2013-PER(Vol.II)/865

The Governor of Goa, on the recommendation of the Goa Public Service Commission, conveyed vide their letter No. COM/II/12/37(1)/2015/384 dated 17-02-2020, is pleased to declare the successful completion of the Probation period w.e.f. 13-11-2015 of the following Junior Scale Officers (Dy. Superintendent of Police) of Goa Police Service in the grade.

Sr. Name of the officers
No.

1. Shri Sammy Tavares.
2. Shri Mahesh K. Gaonkar.
3. Shri Serafin Dias.
4. Shri Lawrence D'Souza.

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Personnel-II).

Porvorim, 11th March, 2020.

**Department of Public Health****Corrigendum**

No. 38/165/2009-I/PHD/537

Read: Government Order No. 35/165/2009-I/PHD dated 09-06-2016.

In the first para of the Government Order dated 09-06-2016 referred to above regarding medical reimbursement of Government Employees, Freedom Fighter, MLAs under the Medical Attendance Rules, the figures "1994" may be corrected to read as "1944".

Swati Dalvi, Under Secretary (Health-II).

Porvorim, 12th March, 2020.

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 51

19TH MARCH, 2020

Government Printing Press

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Published and Printed by the Director, Printing & Stationery,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE-Rs. 21.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA—394/160-3/2020.